

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



## HOLIDAY PROVISION

FOR

**TUNNEL WORKER (LABORER)**  
**(ALL CLASSIFICATIONS)**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA  
BARBARA, AND VENTURA COUNTIES

# **MEMORANDUM OF AGREEMENT**

**by and between**

**SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS**

**AND**

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.**

Changes to the 1997-2000 Tunnel Master Agreement

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**DEC 04 2000**

Div. of Labor Statistics & Research  
Chief's Office

23-102-12

**SOUTHERN CALIFORNIA DISTRICT COUNCIL  
OF  
LABORERS**

**AFFILIATED WITH**  
**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO**  
4399 SANTA ANITA AVENUE, SUITE 204  
EL MONTE, CALIFORNIA 91731  
TELEPHONE (626) 350-6900

**ANGEL SAMBRANO, SR.**  
PRESIDENT

**TONY R. HOFFMAN**  
SECRETARY-TREASURER

**MIKE QUEVEDO, JR.**  
BUSINESS MANAGER

November 30, 2000

**AFFILIATED  
LOCALS**

BAKERSFIELD  
LOCAL 220

BURBANK  
LOCAL 345

CARSON  
LOCAL 882

CENTRAL COAST  
LOCAL 402

EL MONTE  
LOCAL 1082

HOLLYWOOD  
LOCAL 724

LONG BEACH  
LOCAL 507

LOS ANGELES  
LOCAL 300

POMONA  
LOCAL 806

RIVERSIDE-IMPERIAL  
COUNTIES  
LOCAL 1184

SAN BERNARDINO-  
INYO-MONO COUNTIES  
LOCAL 783

SAN DIEGO  
LOCAL 89

SAN PEDRO  
LOCAL 802

SANTA ANA  
LOCAL 652

SANTA BARBARA  
LOCAL 591

VENTURA  
LOCAL 585

Maria Robbins, Deputy Chief  
State of California  
Dept. of Industrial Relations  
Div. of Labor Statistics & Research  
455 Golden Gate Ave., 8th Floor  
San Francisco, CA 94102

Re: Tunnel Master Agreement  
11 Southern California Counties

Dear Ms. Robbins:

Enclosed are a copy of Memorandum of Agreement by and between the Southern California District Council of Laborers and the Associated General Contractors of California, and copy of our notice to contractors, which set forth the changes and economic terms for the 2000-2003 Tunnel Master Agreement.

We request that the Division of Labor Statistics and Research recognize and publish these rates.

Very truly yours,

*Mike Quevedo, Jr.*  
MIKE QUEVEDO, JR.  
Business Manager

MQ/bg  
encs

**RECEIVED**  
Department of Industrial Relation

DEC 04 2000

Div. of Labor Statistics & Research  
Chief's Office

**TUNNEL MASTER AGREEMENT**  
between

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA**

and the

**ENGINEERING CONTRACTORS' ASSOCIATION**

and

**SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS**

**AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO**

This AGREEMENT entered into this 1st day of July, 1997, by and between the **Associated General Contractors of California, Inc.** and the **Engineering Contractors Association, Inc.**, hereinafter called the **ASSOCIATIONS**, and the **Southern California District Council of Laborers** affiliated with the **Laborers' International Union of North America, AFL-CIO**, and its affiliated Local Unions, or any or all of them, hereinafter referred to as the **UNION**.

**SECTION 1 - GENERAL PROVISIONS**

The term Associations shall refer to the Associated General Contractors of California, Inc., and the Engineering Contractors Association.

The term Employer (or Contractor) shall refer to a person, firm or corporation party to this Agreement.

The term Union means the Southern California District Council of Laborers and its affiliated Local Unions.

The term Employee (or Employees) means the employed person or persons.

The term Workmen means persons in the Labor Market not employed. All personal nouns and pronouns refer to the male and female gender.

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Dir. of Labor Statistics & Research  
Chief's Office

### **Special Single Shift.**

I. When the individual employer produces evidence in writing to the appropriate Local Union of the Union of a bonafide job requirement for a public agency or a public utility which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union of the Union by certified mail at least three (3) days prior to the start of such special shift, the individual employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift, exclusive of meal period, Monday through Friday. The straight time rate for such special shift shall be two dollars and fifty cents (\$2.50) per hour above the appropriate straight time wage otherwise specified in this Agreement. Any work performed on Saturday and Sunday shall be paid as outlined herein at the applicable overtime rate of pay.

### **SECTION 17(2) - PARKING**

A. In the event free parking facilities are not available within a reasonable distance of the jobsite, the individual employer will provide such parking facilities and the individual employer shall have the right to designate parking areas to be used.

Where, because of congested parking conditions, it is necessary to use public parking facilities the individual employer shall reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

On remote jobs when the access to where the work is being performed (to a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a five (5) minute walk from where the work is being performed, the individual employer shall transport the employees to and from the place where the work is being performed and such transporting shall be one-half (1/2) on the individual employer's time.

B. Any employees such as flagmen shall be furnished adequate relief for the use of toilet facilities.

### **SECTION 18 - RECOGNIZED HOLIDAYS**

The following days are recognized as holidays:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day

Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

If any of the above holidays falls on Sunday, the Monday following shall be considered a holiday.

At such a time as Federal Laws designate certain of the foregoing holidays to be celebrated on Monday, the same shall apply to this Agreement.

### **SECTION 19 - GUNITE**

When Gunite work is sublet, the subcontractor shall be signatory to, and comply with all of the terms and conditions contained in that agreement known as the Southern California District Council of Laborers 11 County Gunite Agreement. If not sublet, the rates and provisions of this Agreement shall apply to the Gunite Work.

### **SECTION 20 - STEWARD**

A. The Union may select an employee on the job as a Steward and he shall be a working employee. Written notification shall be given to the individual employer of such assignment. The Union agrees that the Steward's duties shall be performed as expeditiously as possible and the individual employer agrees to allow him a reasonable amount of time for the performance of his duties. The individual employer will give the Union five (5) days advance written notice before terminating the steward unless the job is completed or he is discharged for cause.

B. The steward shall be limited to and shall not exceed the following duties and activities:

1. Check the dispatch of each employee dispatched under the terms of this Agreement.

2. Report to his Business Representative all violations of this Agreement.

3. Report to his Business Representative any employee covered by this Agreement who, during his shift, leaves the job site without giving the individual employer and the Steward prior notice.

C. The Steward shall not:

1. Stop the individual employer's work for any reason or tell any workmen or any employee covered by this Agreement that he cannot work on the job.

2. Infraction of either of the two rules set forth in C (1) above, shall be cause for immediate dismissal of the Steward without any prior notice.